

REMARKS

The Applicant notes the examiner's rejection of Claims 1-3 and 5-7 under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 5,842,178 ("Giovannoli") and respectfully requests reconsideration and withdrawal of said rejection in light of the enclosed claim amendments and the following discussion.

"A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). "The identical invention must be shown in as complete detail as is contained in the . . . claim." *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). See MPEP § 2131.01. The Applicant respectfully submits that Claims 1-3 and 5-7, as amended, are not anticipated by Giovannoli for at least the following reasons. With respect to claims 1-3 and 5-6 as currently worded, there is a specific element of "system storage means containing one or more system databases with information regarding buyers and sellers and the goods/services available" which is expressly NOT present in Giovannoli. Giovannoli specifically states in column 2, lines 45-49, that "[n]o central database of goods, prizes, etc. is involved. Instead, buyers formulate requests for quotation and transmit them to the computerized network which broadcasts the request for quotation of one or more specified standard products to prospective sellers" Furthermore, according to column 1, lines 46-64 of Giovannoli, having such databases of goods/services is a drawback because of the volume of information required and having such databases as part of the system actually restricts the system. The Applicant respectfully submits that examiner's assertion in her office action at paragraph 3, page 3, that Giovannoli includes one or more databases of goods/services available, and the assertion in the

examiner's interview summary mailed on August 7, 2006, pertaining to the August 3, 2006 telephonic interview, to the effect that "[t]he examiner explained that the claim language does not support an inventory database. Figure 4 of Giovannoli teaches a product database which is sufficient to meet the claim limitations" is incorrect. Figure 4 of Giovannoli depicts a product database at the vendor end of the process flow, NOT at the "CENTRAL OFFICE" end, which is the system in Giovannoli, which is logical because as Giovannoli expressly states, the Giovannoli system does NOT include a product/service database and is merely a system for receiving and transmitting requests for quotation. Based on this alone claims 1-3 and 5-6 as amended should not be rejected under Section 102(b) based on Giovannoli, because Giovannoli does not include each and every element of the Applicant's claims as is required for such rejection.

Furthermore, the Giovannoli system and method does not provide one or more servers allowing sellers to upload their inventory data, as per claim 1 as currently amended. This is because in Giovannoli the inventory data is at the vendor end and is not uploaded into a system database. For this reason as well claims 1-3 and 5-6 as amended should not be rejected under Section 102(b) based on Giovannoli.

Additionally, Giovannoli does not provide a way for buyers to evaluate whether a direct or indirect sales channel provides better terms for the same goods/services that the buyer is seeking to purchase, now specifically mentioned in all of the claims, which is a key advantage of the Applicant's invention as discussed in the Specification. It is possible that using an intermediary, even if the intermediary charges a commission or other fee or marks up the goods when the intermediary resells them to the ultimate buyer, may be able to get better terms from a vendor than the ultimate buyer could. Giovannoli in no way addresses this need. In Giovannoli this is not possible because there are not two different sales channels in the sense of a traditional

direct channel AND one where an intermediary acquires the goods from the seller and then resells to the buyer, which is “indirect” and which is the case with the Applicant’s system. In Giovannoli there may be direct and indirect *communications* channels, but not direct and indirect SALES channels, provided from a single point of purchase, and there is nowhere in Giovannoli any disclosure of an indirect channel offered at the same point as a direct channel, with the indirect channel involving an intermediary that acquires the goods from the seller and then resells them to the buyer, thereby allowing the buyer to evaluate which of the two purchasing alternatives provides better purchase terms for the same goods/services. This is explained in the second to last paragraph of the “Summary of the Invention” in the Specification.

Additionally, contrary to the examiner’s assertions, while Giovannoli mentions that a *vendor* can “respond” (see column 3, line 21) “directly” to a quotation request or may respond indirectly via the Giovannoli system which “in turn makes available or transmits said received quotations,” nowhere does Giovannoli teach that the indirect method for a *buyer* to transmit a response to a request for quotation via the Giovannoli system also involves the indirect channel “acquiring said goods/services from said sellers and reselling same to said buyers.” This assertion by the examiner in the middle of page 3 of the current office action is again simply and clearly incorrect and totally unsupported by anything in Giovannoli. While Giovannoli in Column 6, lines 2-12 states that a buyer could email a purchase order to a seller *directly* via a hyperlink in an emailed quotation from a seller or could complete a credit purchase transmitted through the system, the ultimate buyer is still the actual and only buyer that the seller is directly selling to, and there is no *intermediary* that is *acquiring* the goods and then *reselling* them to the ultimate buyer.

The Applicant therefore respectfully requests that examiner withdraw the rejections of the Applicant’s claims.

The Applicant respectfully submits that the application and claims, as amended, are in condition for allowance. Nonetheless, should the examiner still have any comments, questions or suggestions, the examiner is respectfully requested to telephone the undersigned at the telephone number listed below.

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Respectfully submitted,

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